

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Incentive-Fee		Page 1 Of 8	
2. Amendment/Modification No. P00006		3. Effective Date 2003MAR27		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM SFAE-GCS-W-BCT DEBORAH C. GABLE (586)753-2107 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: GABLED@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000 SCD C PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-B001	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2002MAY18	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET INCREASE: \$10,000,000.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.		The Changes Set Forth In Item 14 Are Made In					
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) SANDRA E. MCCARROLL MCCARROS@TACOM.ARMY.MIL (586)573-2072			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003MAR27	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-B001 MOD/AMD P00006	Page 2 of 8
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification P00006 to Contract DAAE07-02-C-B001 is a bilateral action.
2. The purpose of this Modification P00006 is to:
 - a. Increase CLIN 0001AB by \$10,000,000 for a new CLIN total of \$26,845,000.00.
 - b. Delete clause I.1 entitled "Property Records" FAR 52.245-1 to Section I of the contract.
 - c. Replace CDRL A009 (DAAE0702CB002)with the revised CDRL A009.
 - d. Add paragraphs C.17 through C.18 to Section C of the contract.
 - e. Add paragraph H.26 entitled "Commingling of Material" to Section H of the contract.
 - f. Modify warranty paragraphs under C. 12
3. As a result of this Modification P00006, the total amount of the contract is increased by \$10,000,000.00 to \$45,000,000.00.
4. Except as specifically stated above, all other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A 007 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AB	<p>PARTS TO SUPPORT ICLS</p> <p>NOUN: SUSTAINMENT PARTS SPT ICLS PRON: X11GX159X1 PRON AMD: 15 ACRN: AA AMS CD: 311071</p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 31-MAY-2004</p> <p>\$ 26,845,000.00</p>	1	LO		\$ 26,845,000.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-B001 MOD/AMD P00006	Page 4 of 8
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
C.12.. Warranties

C.12.1. Pass-Through Warranties. The contractor shall pass through all applicable warranties offered from their subcontractors and vendors associated with IAV vehicles and/ or spare/repair parts. The contractor shall provide a list of the warranted parts and assemblies unique to this contract per (CDRL A010). The pass-through warranty list shall contain the manufacturer's name, part or assembly nomenclature, manufacturer (vendor or subcontractor) part number, item cost, and the extent of the warranty. Actural copies of subcontractor/vendor warranties shall be provided to the Government upon request.

C.12.2. When vehicle components under this contract are determined to be covered by the revised/current warranty language included in contract DAAE0700DM051 (Failure Free, Extension to Failure Free, Sytemic Defect, Extension to Systemic), the contractor shall credit the ICLS Contract for any cost charged to this contract that is determined be a warranty related cost.

C. 12.3. Contractor shall identify under CDRL A003 and A004, on a monthly basis, all parts repaired, replaced, or serviced based upon all applicable warranty coverage included in DAAE0700DM051 or any other contract issued during the performance of this contract. The contractor will determine the appropriate contract fund transfers, if required. At the request of the government a joint review will be conducted of the data provided under CDRL A003 & A004 to include any contract fund transfers.

C. 17. Parts Priorities

C. 17.1. Allocation of Parts to Correct ICLS Shortages or Other Corrective Actions

C.17.1.1. Priorities

Part shortages can occur for a variety of reasons during the course of the ICLS Efffort to include shortages in production, parts required to implement corrective actions, contractor changes requiring retrofit (COTPIs) or warranty action.

C.17.2. Diversion of Assests in Support of IAV Government Requirements

The contractor shall divert production asset, both contractor owned and Government owned, to support ICLS activities. The contractor shall obtain parts asset for diversion in the following order:

- a. From contractor parts bins (if CFM); from GFM store (if GFM)
- b. From the Contractors production line
- c. From Government owned vehicles not yet shipped.

Government oral direction for diversion and/or if necessary to pull part assets from Government owned vehicles will be confirmed in writing by the Contracting Officer. The correspondance will specify the part(s) asset and quantities to be diverted or pulled.

C.17.2.1. Shipping Address

The COTR will provide the site shipping address at the time of direction. The Contractor shall ship the required part(s) by using Fed Ex or other overnight shipping company to the fielding sites.

C.17.2.2. Reimbursement Costs

The Contractor shall charge the ICLS Contract for direct labor to pull, pack, crate, handle, and ship diverted part assets to and from the specified plant. The Contractor shall charge the ICLS contract for the direct labor to receive and restock or reinstall the replacement part assets. The Contractor shall transfer any diverted components to the ICLS Contract and shall reorder/ replace production part assets as required. The cost to repair of part assets shall be charged to the ICLS. Repaired assets may be returned to stock in the plants for use on new production as required. In the event replacement costs differs from the original cost of any diverted asset, the difference in the costs will be charged to ICLS. The contractor shall not repair items when the repair cost exceeds 100% of the replacement cost unless authorized by the PCO.

C.18.1 Acceptance/Production Work Arounds

If vehicles are otherwise ready for acceptance and the contractor is missing parts as a result of the requirement to support ICLS, the contractor shall replace the part prior to DD250, if possible. If the missing parts are unavailable at the time of processing, the contractor will utilize other production parts or production aids to process the vehicle(s) through the FIR process. The contractor shall request PCO authority to pull missing parts from previously accepted vehicles. If approved by the PCO these accepted (DD250) vehicles will be the first priority for parts replacement. Upon replacement of borrowed assets, the contractor may invoice for the missing parts in accordance with the terms of the applicable conditional acceptance modification.

In the event parts are unavailabe from either previously accepted vehicles or at the time of FIR processing, vehicles will be conditionally accepted, with appropriate vehicle price withholds, pending receipt of parts and installation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-B001 MOD/AMD P00006	Page 5 of 8
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

*** END OF NARRATIVE C 004 ***

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>		<u>AMOUNT</u>
0001AB	X11GX159X1	AA	1	\$	16,845,000.00	\$	10,000,000.00	\$ 26,845,000.00
	311071		1GXP15					
					NET CHANGE	\$	10,000,000.00	

SERVICE	NET CHANGE				ACCOUNTING	INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AA	21 12033000015R5R07P31107131E9 S20113			W56HZV	\$ 10,000,000.00
					NET CHANGE	\$ 10,000,000.00

		<u>PRIOR AMOUNT</u>		<u>INCREASE/DECREASE</u>		<u>CUMULATIVE</u>
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	35,000,000.00	\$	10,000,000.00	\$	45,000,000.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-B001 MOD/AMD P00006	Page 7 of 8
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.26 Commingling of Material. The contractor and its subcontractors are authorized to commingle material produced, purchased or otherwise furnished by the contractor and its subcontractors under this contract.

*** END OF NARRATIVE H 005 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 8
	PIIN/SIIN DAAE07-02-C-B001	MOD/AMD P00006	
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.			

SECTION I - CONTRACT CLAUSES

Status	Regulatory Cite	Title	Date
I-1 DELETED	52.245-1	PROPERTY RECORDS	APR/1984